

**A G R E E M E N T**

**Between**

**CITY OF MIAMI BEACH, FLORIDA**

**and the**

**GOVERNMENT SUPERVISORS ASSOCIATION  
OF FLORIDA, OPEIU, LOCAL 100**

**Period Covered**

**October 1, 2006 to September 30, 2009**

## TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT.....	2
PREAMBLE.....	3
ARTICLE 1: RECOGNITION	
Section 1.1.    Representation and Bargaining Unit .....	4
Section 1.2.    Unit Description.....	4
ARTICLE 2: DEDUCTION OF ASSOCIATION DUES	
Section 2.1.    Checkoff .....	6
Section 2.2.    Indemnification .....	6
ARTICLE 3: MANAGEMENT RIGHTS .....	7
ARTICLE 4: PROHIBITION OF STRIKES .....	8
ARTICLE 5: ASSOCIATION REPRESENTATION .....	9
ARTICLE 6: GRIEVANCE PROCEDURE	
Section 6.1.    Purpose .....	10
Section 6.2.    Definitions.....	10
Section 6.3.    Special Provisions.....	11
Section 6.4.    Election of Remedies.....	13
Grievance Steps .....	13
Section 6.5.    Arbitration.....	14
Section 6.6.    Differences Concerning Personnel Rules.....	16
ARTICLE 7: HOURS OF WORK AND OVERTIME	
Section 7.1.    Normal Workday.....	17
Section 7.2.    Normal Workweek.....	17
Section 7.3.    Rest Periods .....	17
Section 7.4.    Reporting Pay .....	17
Section 7.5.    Overtime.....	17
Section 7.6.    Distribution of Overtime Opportunity.....	18
Section 7.7.    Call Back Pay .....	18
Section 7.8.a.    Stand by Pay.....	18
Section 7.8.b.    Stand by Pay.....	19
Section 7.9.    No Pyramiding.....	19
ARTICLE 8: WAGES AND FRINGE BENEFITS	
Section 8.1.    Wages .....	20
Section 8.2.    Holidays .....	21
Section 8.3.    Holiday Pay.....	21
Section 8.4.    Allowances .....	22
Section 8.5.    Meal Allowance .....	22
Section 8.6.    Bereavement Leave.....	22
Section 8.7.    Unpaid Leaves .....	23
Section 8.8.    Jury Duty.....	23
Section 8.9.    Uniforms.....	23
Section 8.10.    Safety Shoes .....	24
Section 8.11.    Shift Differential.....	25

**WAGES & FRINGE BENEFITS, continued****Page**

Section 8.12.	Rate of Pay When Working Out of Classification .....	25
Section 8.13.	Paid Leave .....	25
Section 8.14.	Perfect Attendance Bonus .....	26
Section 8.15.	Part-Time Employees .....	26
Section 8.16.	Sick and Vacation Leave Accrual and Maximum Payment on Termination .....	26
Section 8.17.	Pay for Hazard Duty.....	27
Section 8.18.	Essential Personnel (Hurricane Pay) .....	27
Section 8.19.	License(s) Maintenance .....	27
Section 8.20	Tool Reimbursement Program... ..	28
Section 8.21	EMT Certification Pay... ..	28
Section 8.22	Skill Pay Supplement... ..	29
 <b>ARTICLE 9: INSURANCE.....</b>		<b>30</b>
 <b>ARTICLE 10: PENSION AND RETIREE HEALTH .....</b>		<b>31</b>
 <b>ARTICLE 11: GENERAL PROVISIONS</b>		
Section 11.1.	Discrimination .....	32
Section 11.2.	Meetings Between Parties .....	32
Section 11.3.	Work Rules.....	32
Section 11.4.	Stress Reduction/Police Department's Public Safety Communications Unit .....	32
Section 11.5.	Labor/Management Committee .....	32
Section 11.6.	Safety.....	33
Section 11.7.	Bulletin Boards .....	33
Section 11.8.	Probationary Employees .....	34
Section 11.9.	Notification in the Event of Transfer or Contracting Out.....	34
Section 11.10.	Seniority.....	35
Section 11.11.	Reduction in Force.....	35
Section 11.12.	Military Leave .....	35
Section 11.13.	Pay Advances .....	35
Section 11.14	Mentoring Program... ..	35
 <b>ARTICLE 12: DRUG &amp; ALCOHOL TESTING</b>		
Sections 12.1. to 12.6.....		36
Section 12.7.	Drug/Alcohol Random Testing .....	36
Section 12.8.	Last Chance Agreement .....	37
 <b>ARTICLE 13: SAVINGS .....</b>		<b>38</b>
 <b>ARTICLE 14: ENTIRE AGREEMENT .....</b>		<b>39</b>
 <b>ARTICLE 15: TERM OF AGREEMENT .....</b>		<b>40</b>
 <b>EXECUTION .....</b>		<b>41</b>
 <b>ELECTION OF REMEDY FORM .....</b>		<b>42</b>

## AGREEMENT

THIS AGREEMENT, was made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the Government Supervisors Association of Florida, (GSAF) OPEIU, Local 100, (herein called the "Association").

## P R E A M B L E

WHEREAS, the Association has been selected as the sole and exclusive bargaining representative by a majority of the employees set forth in the Recognition Article, and has been recognized by the City pursuant to the laws of Florida as the sole and exclusive bargaining representative for said employees;

WHEREAS, the City and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the City and the employees covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the City to effectively operate the various departments of the City and are consonant with the paramount interests of the public;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by Statute, for the salary schedule, fringe benefits and conditions of employment of the employees covered by this Agreement, to provide for the continued and efficient operation of the various departments of the City, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows;

**ARTICLE 1**  
**RECOGNITION**

**Section 1.1. Representation and Bargaining Unit.** The City recognizes the Association as the sole and exclusive representative of all employees in the unit described below.

**Section 1.2. Unit Description.** All supervisory employees of the City of Miami Beach in the following classifications, excluding all other employees employed by the City of Miami Beach.

Air Conditioning Supervisor	Backflow Coordinator
Beach Patrol Operations Supervisor	Carpenter Supervisor
Central Services Supervisor	City Surveyor
Communications Supervisor	Crime Scene Supervisor
Electrician Supervisor	Electronics/Instruments Supervisor
Fleet Operations Supervisor	Lead Mechanic
Maintenance Supervisor	Metered Service Supervisor
Paint Supervisor	Park Operations Supervisor
Parking Facilities Supervisor	Parking Operations Supervisor
Plumbing Supervisor	Property Management Operations Supervisor
Pumping Operations Supervisor	Recreation Supervisor I
Sanitation Operations Supervisor	Senior Building Inspector
Senior Engineering Inspector	Service Supervisor
Sewer Field Operations Supervisor	Street Lighting Operations Supervisor
Street Operation Supervisor	Tennis Center Supervisor
Warehouse Supervisor	Water Field Operations Supervisor
Water Service Representative	911 Communications Records Custodian

The City and the Association agree that in the event the City substantially changes a job classification which remains within the bargaining unit or combines job classifications within the bargaining unit, the City will bargain with the Association upon request concerning the appropriate rate of pay for the new, changed, or combined job.

Until agreement is reached or impasse is resolved, affected employees will be paid as determined by the City. Upon agreement as to the rate of pay for the new, changed, or combined job(s), the agreed rate shall be retroactive to the date that the Association's request for negotiation was received by Management.

The City agrees to provide the Union with a periodically updated list of employees who have been hired, promoted and/or transferred into positions that are within the bargaining unit.

The parties agree that they will periodically review the job classifications and, if appropriate, file a joint petition to Public Employees Relation Commission (PERC) to determine which positions should be in or out of the bargaining unit.

**ARTICLE 2**  
**DEDUCTION OF ASSOCIATION DUES**

**Section 2.1. Checkoff.** Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Association in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Association dues of such employees from their pay and remit such deductions to the Association Treasurer together with a list of the employees from whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Association. The Association will notify the City thirty (30) days prior to any change in its dues structure.

On January 1 of each year of this Agreement, the Association will remit to the City \$100.00 as an administrative fee for the collection of dues by the City.

**Section 2.2. Indemnification.** The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.



**ARTICLE 3**  
**MANAGEMENT RIGHTS**

It is recognized that, except as stated herein, it is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. The Association recognizes the sole and exclusive rights, powers, and authorities of the City further include, but are not limited to, the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign, and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations, including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications and the numbers, types, and grades of positions or employees assigned to an organizational unit, department, or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and property; to establish and require employees to observe all applicable rules and regulations; to conduct performance evaluations; and, to determine internal security practices; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The Association, its officers, agents, and members agree that they will not interfere with Management in the performance of its duties.

The City agrees that, prior to layoff of bargaining unit members, it will advise the Association.

If, in its sole discretion, the City determines that emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his/her designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Should an emergency arise, the Association President shall be advised, as soon as possible, of the nature of the emergency.

**ARTICLE 4**  
**PROHIBITION OF STRIKES**

No employee, Association officer or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work or any other intentional interruption of the operation of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in the Agreement, except as to the question of fact.

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of reasons for doing so, the Association shall take direct and immediate action to the fullest extent of its power to bring about a cessation of such activities.

The employees and the Association, individually and collectively, found to be in violation of this Article shall be liable for any damages or costs which might be suffered by the City as a result of a violation of the provisions of this Article, in accordance with law.

ARTICLE 5  
ASSOCIATION REPRESENTATION

- 1) The Association may select up to four (4) employees from within the bargaining unit to act as representatives. The Association will make a good faith effort that each employee comes from a different department. The names of Association representatives shall be certified, in writing, to the City Manager's Office and to concerned Department Directors. With the prior approval of concerned supervisors, representatives may attend grievance meetings, pre-discipline investigation meetings, and labor/management committee meetings without loss of pay for time spent during the representative's regular work schedule. The supervisor's approval will not be unreasonably withheld; provided, however, representatives will conduct their business so as to not disrupt the normal activities of City Departments.
- 2) Up to four (4) employee members of the Association's bargaining team may attend contract negotiation sessions with the City during their assigned work hours without loss of pay. Each employee must come from a different department.
- 3) The Association may designate one (1) employee to attend City Commission meetings during his/her regular work hours without loss of pay when a matter involving the parties' collective bargaining relationship is on the agenda of the City meeting.
- 4) Any absence provided for herein shall be subject to the prior approval of the employee's supervisor. Employees shall not be paid overtime for attendance at any meeting discussed in this Article.
- 5) An employee is entitled to request that a Union representative be permitted to attend all formal interviews where the City's representative intends to gain information from the employee being interviewed that may result in a disciplinary action against that employee. The employee shall be informed of the nature of the interview, the alleged conduct being investigated, and if requested by the employee, given a reasonable period of time prior to the interview to contact an available Union Representative, provided that the interview is not unreasonably delayed.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**Section 6.1. Purpose.** It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of any provision of this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt and equitable manner so that the efficiency of the City of Miami Beach may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his/her standing with the employer.

No reprisals of any kind will be made by agents of the City against the grievant(s) or the Association's representatives by reason of such participation in the processing of their grievance. Similarly, the Association, its officers or agents, shall not impede, malign, or delay the City or Management's representative in their duties during the investigation or processing of said grievance.

The parties agree that the grievance/arbitration process set forth in this Agreement shall be the sole and exclusive method of resolving all grievances by bargaining unit employees. Employees covered by this Agreement shall no longer be able to file an appeal or grievance via the City's Personnel Board procedure for any issue/matter, and the parties agree that the Personnel Board shall not have any jurisdiction to hear any grievance or appeal filed by the bargaining unit or any bargaining unit employee regarding discipline or any other issue or matter.

If, during the term of this Agreement, the City creates an alternative dispute resolution process, then the parties agree to meet and discuss whether that alternative dispute resolution process may be used by the bargaining agent and/or bargaining unit employees via a binding Election of Remedies in lieu of the contractual grievance process.

**Section 6.2. Definitions.**

- a) **Grievance** - a grievance is a dispute involving the interpretation or application of the express terms of any provision of this Agreement, excluding matters not covered by this Agreement or where Personnel Board rules and regulations are involved. Disciplinary actions, including discharges, may be grieved under this Article, as provided herein. Grievances regarding certain non-disciplinary matters, such as disagreements as to the meaning or application of or changes to personnel rules or other work rules or policies, may be filed by the bargaining agent via the contractual grievance process, provided however, that such grievances shall be eligible for processing only to Step III of this grievance process, and that the City Manager's (or designee's) decision at Step 3 shall be final and binding and shall not be subject to

arbitration or any other further appeal. Grievances regarding questions of other non-disciplinary/contract interpretation matters shall be subject to the requirements of this grievance and arbitrator procedure.

- b) Aggrieved Employee(s) - the employee(s) filing the grievance or causing the grievance to be filed.
- c) Immediate Supervisor - the individual having immediate supervisory authority over the aggrieved employee(s).
- d) Division Head - the head of the division in which the aggrieved employee(s) works.
- e) Department Head - the head of the department in which the aggrieved employee(s) works.
- f) Days - days as referred to as time limits herein shall mean working days (i.e., Monday through Friday, exclusive of scheduled holidays).

### **Section 6.3. Special Provisions.**

- a) The time limits set forth herein may only be extended and/or modified by written agreement. The City Manager or designee may agree to a written extension of the grievance time limits, on behalf of the City, at any step in the grievance process.
- b) If the employer violates any time limits, the bargaining agent may advance to the next step without waiting for the employer's response. If the Association or the grievant(s) fail to initiate or move the grievance through the grievance procedure, in accordance with the time limits set forth herein, it shall be deemed untimely and considered withdrawn.
- c) The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending; except where the safety of a working condition or health of the employee(s) is the basis of the grievance.
- d) The aggrieved employee shall be allowed to be present at the various formal steps of the grievance procedure, including arbitration. To the extent said employee is on his/her regular work schedule, he/she may attend without loss of pay for those actual hours during their regular work schedule.
- e) The Association shall designate in writing to the City the name of one individual who shall be designated as the Chief Steward, whose function shall be to assist the bargaining unit members in the processing of complaints and grievances under this procedure. In order to investigate, discuss and process grievances,

the Chief Steward must request and receive written permission twenty-four (24) hours in advance but it may be less than twenty-four (24) hours in emergencies, and report his/her return to work upon conclusion of the use of time for grievance matters.

- f) An employee may request Association representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement.
- g) The bargaining agent, in accordance with its own lawful internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this arbitration procedure. In the event the bargaining agent determines at any step of the grievance procedure that a grievance does not warrant processing, a written notification of that determination shall be sent to the City Manager's designee for Labor Relations, with a copy to the employee(s) involved who shall then be free to process it themselves or through legal counsel up through Step 3 only (except in cases of certain disciplinary actions as noted herein).
- h) If the bargaining agent has declined to process or further process any grievance presented to it, and if any employee, or group of employees, desires to process it or further process their own grievance through this procedure (subject to the limitations set forth herein), the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from representing, at any time, their own grievance in person or by legal counsel to the employer, and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and provided further that the bargaining agent has been given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- i) The bargaining agent shall not be responsible for any costs (including arbitration costs) attendant to the resolution of any grievance(s) it has not processed.
- j) The parties acknowledge that multiple grievances may be combined at any stage of the grievance procedure where the class of aggrieved employees is clearly defined and the subject matter of the grievances is the same or similar.
- k) At Step I, all formal grievances shall be presented on the Grievance Form provided by the City. The grievance shall include the date of the alleged violation, the specific article and section grieved; a brief description of the grievance, and the remedy requested. The Election of Remedy Form shall be attached to the Step I grievance.

- l) Verbal warnings may be grieved only through Step I of this procedure. Written warnings may only be grieved through Step II of this procedure.

**Section 6.4. Election of Remedies.** It is agreed by the Association that employees covered by this Agreement shall make an exclusive election of remedy prior to filing a Step I grievance or initiating action for redress in any other forum (to the extent that any other such process is available). Such choice of remedy will be made in writing on the Election of Remedy Form to be supplied by the City. The Election of Remedy Form will indicate whether the aggrieved party or parties wish to utilize the grievance procedure contained in the Agreement or initiate action for redress before a governmental board, agency, or court proceeding (to the extent that such other process is available). Selection of redress other than through the grievance procedure contained herein shall preclude the aggrieved party or parties from utilizing said grievance procedure for adjustment of said grievance. If applicable, the Election of Remedy Form shall be attached to the Step I grievance.

#### **GRIEVANCE STEPS:**

##### **STEP I**

- a) The grievance shall be filed within ten (10) days of the alleged violation, misinterpretation or misapplication of the terms and conditions of employment set forth in this Agreement.
- b) The grievance shall be filed with the division head in writing, on the Grievance Form as provided by the City, and as agreed herein, and shall state the specific article, section and language alleged to have been violated. If applicable, the Election of Remedy Form shall be attached to the grievance.
- c) The division head or his/her designee shall note the date of receipt of the grievance on the Grievance Form, and shall schedule a meeting with the aggrieved employee to take place within five (5) days of receipt of the grievance.
- d) Within five (5) days of the meeting, the division head shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee, the bargaining agent, and the department head.
- e) The aggrieved employee(s) and/or the bargaining agent may appeal the decision of the division head within seven (7) days of receipt of the decision.
- g) The appeal shall be submitted in writing on the Grievance Form to the department head. Failure to appeal the decision of the division head within seven (7) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

## **STEP II**

- a) If the aggrieved employee(s) appeals the decision, the department head shall schedule a meeting to take place not more than five (5) days after receipt of the appeal. The bargaining agent shall be advised in writing as to the date of the proposed meeting, and shall have the right to send one (1) observer to the proceedings if the bargaining agent is not involved in the actual representation of the aggrieved employee(s).
- b) Within five (5) days of the meeting, the department head shall render a decision and shall immediately communicate that decision in writing on the Grievance Form to the aggrieved employee(s), and to the bargaining agent.
- c) The aggrieved employee(s) may appeal the decision of the department head within seven (7) days of receipt of the decision. The appeal shall be communicated in writing to the City Manager or his designee for Labor Relations on the Grievance Form and shall include copies of all pertinent documentation. Failure to appeal the decision of the department head within seven (7) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

## **STEP III**

- a) If the aggrieved employee and/or a representative of the bargaining unit appeals the decision, the City Manager, or his/her designee for Labor Relations, shall schedule a meeting with the aggrieved employee to take place within ten (10) days after receipt of the appeal.
- b) Within ten (10) days of the meeting, the City Manager or his/her designee for Labor Relations shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee and the bargaining agent.
- c) Failure to appeal the decision rendered in Step III within ten (10) days (for matters that are subject to the arbitration procedure) by notice of intent to submit to arbitration shall deem the decision at Step III to be final and no further appeal will be pursued.

**Section 6.5. Arbitration.** If the employer and the aggrieved employee(s) and/or the bargaining agent fail to resolve the grievance, the grievance may be submitted to final and binding arbitration by an impartial neutral mutually selected by the parties, provided that the grievance involves a matter that is subject to the arbitration process. However, the parties agree that the bargaining agent maintains the exclusive right to determine whether any grievance concerning a non-disciplinary matter (that is outside the scope of Section 6.2 (a)) should be taken to



arbitration under this procedure. In cases involving the issuance of certain disciplinary actions (i.e., only suspension without pay, disciplinary demotion, or termination), the parties agree that an individual employee who is not represented by the bargaining agent may elect to proceed to arbitration under this procedure, provided that the employee shall be responsible for all costs and fees related to presenting his/her case.

- a) Notice of intent to submit the grievance to arbitration shall be communicated by the office of the Association President in writing to the office of the City Manager's designee for Labor Relations within ten (10) days of the receipt of the decision at Step III. Any request to go to arbitration on behalf of the employer is to go to the Association President.
- b) Within fourteen (14) days after written notice of submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of five (5) arbitrators shall be submitted to the Federal Mediation and Conciliation Service. Both the City and the Association shall have the right to strike names from the panel. The striking of names from the list of proposed arbitrators shall be accomplished by having the parties alternately cross out names on the list. The party requesting arbitration shall strike first.

The arbitrator shall be notified of his/her selection within five (5) days by a joint letter from the City and the Association requesting that he/she set a time and place for a meeting, subject to the availability of the City and the Association.

- c) The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with this Section, the decision of the arbitrator shall be final and binding.
- d) All arbitration costs, including the cost of stenographic reporting of the arbitration hearing, if agreed to by the parties, shall be divided equally between the employer and the bargaining agent (or the employee in cases where the bargaining agent is not representing the employee). Each party will pay the cost of presenting its own case, including the cost of attorney fees and witnesses.

**Section 6.6. Differences Concerning Personnel Rules.** A difference of opinion with respect to the meaning or application of the Personnel Rules which directly affects wages, hours, or working conditions may be submitted through Step III of the grievance process as set forth in Section 6.2 (a).

**ARTICLE 7**  
**HOURS OF WORK AND OVERTIME**

**Section 7.1. Normal Workday.** The normal workday shall consist of eight (8) hours of work, exclusive of the lunch period, in a twenty-four (24) hour period, unless some other workdays are specifically authorized by the City Manager.

**Section 7.2. Normal Workweek.** The normal workweek shall consist of forty (40) hours per week, and such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week.

No schedule changes involving shifts or days off shall be made without at least ten (10) workdays' notice to the employees involved, provided that in an emergency, or other such reason justifying a temporary schedule change only, such notice as is practicable shall be given. The implementation of this provision shall not be arbitrary and capricious.

**Section 7.3. Rest Periods.** Employees may take a rest period of fifteen (15) minutes for each half-day of work. Daily rest periods shall be scheduled by the supervisors. Whenever practicable, the rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and in the second half of the employee's regular work shift. Employees who extend their rest period are subject to disciplinary action.

For each additional four (4) hours worked beyond the regular shift, an additional fifteen (15) minute rest period shall be provided.

Employees in PSCU shall enjoy a fifty (50) minute meal break and a ten (10) minute rest period which, upon request of an employee and with the approval of the supervisor, will be combined into a sixty (60) minute meal break.

**Section 7.4. Reporting Pay.** A full-time employee who reports to work as scheduled will be guaranteed eight (8) hours of work or eight (8) hours of pay; provided, however, that supervisors may assign employees to perform any reasonable work.

**Section 7.5. Overtime.** It is understood that the City may require necessary and reasonable overtime for unit members. Where employees are eligible for overtime pay under the Fair Labor Standards Act, for all hours worked in excess of forty hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay.

Annual leave, Holiday leave, and other paid leave shall be considered as time worked for the purpose of computing overtime; but sick leave shall not.

For all hours worked on an employee's seventh consecutive workday within his/her workweek, the City shall pay two (2) times the employee's straight time hourly rate of pay, provided the employee has worked his/her full shift on each of the six (6) preceding workdays; provided that paid leave will not be considered as time worked for the purpose of this Section, with the exception of the Public Safety Communication Unit (PSCU).

This provision shall not be applicable if a substantial number of employees are scheduled to work seven (7) consecutive workdays because of an emergency such as a hurricane.

**Section 7.6. Distribution of Overtime Opportunity.** Opportunity to work overtime shall be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the specific overtime work required.

Seniority for the purpose of this subsection shall mean length of continuous service with the City.

Overtime opportunities shall be accumulated on adequate records (which shall be available to the employees) and offered overtime not worked shall be considered as worked in maintaining these records.

If any qualified employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future weekly overtime work until reasonable balance is recreated.

Employees who have been credited for overtime hours not worked shall not be discriminated against with respect to future overtime opportunities.

**Section 7.7. Call Back Pay.** An employee who is scheduled or called in to work outside of his/her normal hours of work will be guaranteed four (4) hours of work or (4) four hours of pay. It is understood that call-in pay shall not overlap with an employee's regularly scheduled shift.

**Section 7.8. a. Stand By Pay.** Employees expressly assigned to standby status shall receive two (2) hours of straight time as a Standby bonus for each day of that assignment. Employees will not be paid both the Standby bonus and Call Back pay for the same day (i.e., if called in while on Standby status the employee will be paid only the Call Back pay). The Standby bonus is not considered hours worked for determining overtime. Standby shall be assigned in the City's sole discretion. Employees assigned to standby must respond to any call within ten (10) minutes and must be available to report to the work-site within thirty (30) minutes (or some other reasonable

period of time as determined based upon the circumstances). Failure to meet these requirements (as may be modified in the City's sole discretion), or other requirements related to standby assignments that may be determined necessary by the City, shall result in forfeiture of the Standby bonus, and possible disciplinary action, based on the circumstances of each case.

**Section 7.8. b. Stand By Pay.** Employees in the Property Management Division and Fleet Management Division not expressly assigned to standby status who are contacted via telephone outside of their normal hours of work will receive two (2) hours of straight time as a Standby bonus; provided, however, the employee will not be paid both Standby bonus and Call Back pay for the same day (ie., if called in as a result of a telephone conversation, the employee will be paid only the Call Back pay). Any such telephone conversation must be initiated only by the Property Management Director or the Fleet Management Director or their designee.

**Section 7.9 No Pyramiding.** Premium pay and overtime shall not be paid for the same hours. The employee shall receive the greater of the two alternative premiums.

**ARTICLE 8**  
**WAGES & FRINGE BENEFITS**

**Section 8.1. Wages.**

The City of Miami Beach classification and pay system will be utilized under this contract. This includes salary range changes, job audits, and market classification studies. This does not include cost-of-living increases. No change shall take place until the Union President or his/her designee concurs.

No bargaining unit member who left the City's employ prior to the date of ratification of this Agreement by both parties will be eligible for any wages or benefits under this Agreement.

No decision made within the context of this provision shall result in a lower grade, the removal of a job classification from the bargaining unit, nor shall said decision result in an exemption from FLSA overtime requirements.

- a) Effective with the first (1<sup>st</sup>) pay period ending in October of 2006, there shall be an across-the-board wage increase of six percent (6%) for all bargaining unit positions. In addition, the minimums and maximums of each range will increase by six percent (6%).
- b) Effective in the first (1<sup>st</sup>) pay period ending in October of 2007, there shall be an across-the-board wage increase of five percent (5%) for all bargaining unit positions. In addition, the minimums and maximums of each range will increase by five percent (5%).
- c) Effective with the first (1<sup>st</sup>) pay period ending in October of 2008, there shall be an across-the-board wage increase of four percent (4%). In addition, the minimums and maximums of each range will increase by four percent (4%).
- d) During the term of this Agreement, the City may, after consultation with the Union, increase the minimum and maximum of the bargaining unit salary ranges in an amount that may exceed the above noted increases to the minimum and maximum of the ranges, if the City determines that such changes are needed in order to maintain parity with non-bargaining unit pay grades. However, no adjustment to any paygrade made pursuant to this paragraph shall result in a decrease in the paygrades for any bargaining unit position below the contractually agreed upon adjustment set forth above in Sections 8 (a), (b), and (c).

Within sixty (60) days of an employee's merit review date, the employee's Department shall complete a Performance Evaluation and forward it to Human Resources. The Evaluation shall be completed in accordance

with the policy established by Human Resources. Failure to complete a Performance Evaluation within sixty (60) days will result in an automatic two percent (2%) salary increase. Any other increase will take effect retroactively when the evaluation is completed. Performance Evaluation increases may total no more than four percent (4%).

Employees who receive a score of ninety (90) or above shall receive a four percent (4%) increase on their merit review date.

Employees who receive a score of less than ninety (90), but eighty (80) or above, shall receive a three percent (3%) increase on their merit date.

Employees who receive a score of less than eighty (80), but sixty (60) or above, shall receive a two percent (2%) increase on their merit date.

If an employee's merit rating score does not qualify him/her for a merit increase, the employee may grieve the evaluation up to Step 3 under the provisions of this Agreement.

**Section 8.2. Holidays.** The following fourteen (14) days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, Dr. Martin Luther King's Birthday, three (3) floating holidays, and the Employee's Birthday. Employees shall become eligible for floating holidays and the Birthday Holiday upon completing six (6) months continuous service with the City.

**Section 8.3. Holiday Pay.**

- a) Whenever any of the holidays listed in Section 2. Holidays, of this Agreement fall on a Sunday (or Monday for employees whose regular day off is Monday), the following workday shall be observed as the official holiday; whenever any of the above listed holidays occur on a Saturday (or Friday for employees whose regular day off is Friday), the preceding workday shall be observed as the official holiday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

City celebrated holidays that fall on Tuesday, Wednesday, or Thursday, and said holiday is on the employee's regular day off, then the employee shall receive a day's pay for said holiday, if they meet all of the qualifications contained herein.

- b) To be eligible for a paid holiday, an employee must report for scheduled work on the holiday, on the last scheduled day preceding the holiday and the first scheduled day following the holiday unless such

absences are excused. Excused absences are defined as:

- 1) an employee calls in sick and is eligible to receive paid sick leave, and who is granted sick leave usage;
  - 2) approved annual leave;
  - 3) floating holiday;
  - 4) birthday.
  - 5) bereavement.
- c) Whenever an observed holiday occurs on an employee's scheduled day off and the employee does not work thereon, the employee shall receive for his/her normal workday a straight time hourly rate of pay for the holiday.
- e) Work on a holiday falling on a non-job basis employee's regularly scheduled work day, he/she shall receive holiday pay for the holiday and time and one half for the hours worked.
- e) Should a non-job basis employee be required to work on a holiday falling on his/her day off, he/she shall receive holiday pay for the holiday and shall receive pay at double time and one half rate for the hours worked.
- f) Failure to report for work on, before, after, or during the holiday after having been scheduled to work on such holiday shall be just cause for denial of holiday pay.
- g) A holiday which is observed during an employee's regularly scheduled workweek shall be considered as time worked for the purpose of computing overtime for non-job basis employees.

**Section 8.4. Allowances.** Allowances being received by employees as of October 1, 1998 shall continue to be paid to those employees during the term of this Agreement.

**Section 8.5. Meal Allowance.** An employee who works three (3) or more hours of overtime that is contiguous with his/her shift shall be paid a seven dollars (\$7.00) meal allowance.

In the event of emergency conditions and employees are supplied with a meal while working the overtime hours, the meal allowance, as provided under this Section, shall cease.

**Section 8.6. Bereavement Leave.** In case of death in the immediate family of an employee, time off with straight-time pay will be allowed for up to two (2) scheduled workdays per death. An additional three (3) days may



be granted, for a maximum of five (5) days off, if approved by the Department Head. The three (3) additional days off may be charged to the employee's accrued sick or vacation time, and shall not be counted against the employee for the purposes of performance evaluations ratings.

The immediate family shall be defined as father, mother, husband, wife, sister, brother, son, daughter, grandchild, grandfather, grandmother, mother-in-law, father-in-law, stepfather, stepmother, stepson or stepdaughter, or domestic partner (as defined in the Domestic Partner Leave Ordinance).

In the case of a death of a member of the employee's family not herein specified but who lived with the employee's family at the time of his/her death, consideration will be given to the employee's request to use accrued annual leave or floating holidays to attend the funeral.

Upon request, an employee may be required to provide verification of his/her relationship to the deceased and of the death.

**Section 8.7. Unpaid Leaves.** Leave of absence without pay may be granted in accordance with the City of Miami Beach Personnel Rules.

**Section 8.8. Jury Duty.** The City of Miami Beach shall permit employees either to keep payments received from Courts of competent jurisdiction for being on jury duty, or in the alternative, their standard rate of pay, whichever is higher. For each day an employee is called to jury duty, he/she shall be excused from work for such time as is necessary to complete jury duty service. Employees are expected to return to work upon being released from jury duty during the work shift. However, if three (3) hours or less are left in the employee's work shift at the time that the employee is released from jury duty, the employee shall immediately contact his/her immediate supervisor for instructions as to whether he/she should return to work for the remainder of that shift.

**Section 8.9. Uniforms.** For the term of this Agreement, the City will provide uniforms (i.e., a full uniform set shall include a long or short sleeve shirt and long or short pants) to bargaining unit employees who are required to wear them. Employees will be issued 5 sets of new uniforms (4 sets if the employee works a 4 day work week) in April of each year. New employees will be issued five (5) sets (or four (4) sets depending on the employees schedule) of uniforms upon entry into the bargaining unit. If an employee has been employed in the bargaining unit position for six (6) months or less when additional new uniforms are issued in April, then the additional new uniforms will not be issued to the employee at that time, but the employee will be issued a complete set of new uniforms in the following April. The composition of the uniform shall be determined by the Department Director after consultation with the Association. The uniforms issued shall be chosen based on considerations of employee safety and comfort, as well as cost. Issued uniform items (i.e., a shirt or pants) will be replaced on a timely basis by the Department upon the employee's presentation of worn or damaged uniform items provided, however,

employees shall receive no more than two (2) additional replacement uniforms items (up to 2 shirts and/or 2 pants) each year. Each Department Director shall provide necessary safety/foul weather gear, as appropriate.

The Beach Patrol Operations Supervisor shall be provided with one (1) sweat suit per year.

All GSA Employees will receive one (1) uniform jacket during the term of the contract.

The vendors will deliver the uniforms in the month of April of each year for the term of this Agreement.

**Section 8.10. Safety Shoes.** Employees in the following job classifications will be required to wear safety shoes during all working hours. A safety shoe certificate will be provided for up to seventy-five dollars (\$75.00) per year to those employees in the following job classifications for the purchase of safety shoes meeting ANSIZ41 Federal Safety Standards.

Those employees in the following classifications will make his/her safety shoe selection from a predetermined list of safety shoes, which will be developed by a Association/Management Committee comprised of two (2) Association representatives and two (2) Management representatives.

Air Conditioning Supervisor	City Surveyor
Electrician Supervisor	Electronics/Instruments Supervisor
Fleet Operations Supervisor	Maintenance Supervisor
Metered Service Supervisor	Paint Supervisor
Park Operations Supervisor	Plumbing Supervisor
Property Management Operations Supervisor	Pumping Operations Supervisor
Senior Building Inspector	Senior Engineering Inspector
Sewer Field Operations Supervisor	Street Lighting Operations Supervisor
Street Operation Supervisor	Water Field Operations Supervisor
Warehouse Supervisor	Water Service Representative

Employees receiving the safety shoe certificate will be required to purchase and wear the safety shoes during all working hours, and will be subject to up to the loss of a day's pay for each day that the employee reports to work and fails to wear the required safety shoes. Action taken against the employee under this Section shall not be appealable to the Personnel Board or grievable under this Agreement.

When due to extreme wear and tear or accidental destruction, a replacement pair of safety shoes is required, the City will grant an additional shoe certificate for up to seventy-five dollars (\$75.00) for the purchase of a replacement pair of safety shoes when the destroyed or unrepairable pair of safety shoes is turned in to the

Department.

The Department Director, or his/her designee, shall issue the certificate for the replacement pair of safety shoes on the basis of need and not on an automatic basis. Further the replacement of worn heels and/or soles on the safety shoes shall be the responsibility of the employee and not the City.

**Section 8.11. Shift Differential.** Where a majority of an employee's regularly assigned shift hours fall between 3:00 p.m. and 11:00 p.m., the employee shall receive a shift differential of forty five cents (\$.45) per hour for work performed after 3:00 p.m.

Where a majority of an employee's regularly assigned shift hours fall between 11:00 p.m. and 6:30 a.m., the employee shall receive a shift differential of fifty- five cents (\$.55) per hour for work performed after 11:00 p.m.

**Section 8.12. Rate of Pay When Working Out of Classification.** An employee may be required to temporarily work out of his/her classification when directed by Management. Temporarily is defined as an employee who is clearly and definitely performing the principal duties in a higher pay classification for more than two (2) hours per day, and they shall not exceed 580 hours in a 12-month period, and shall be paid as follows, except at the sole discretion of the Human Resources Director, he/she may waive the 580 hour cap if in his/her judgment, it will best serve the needs of the City service:

- a) If he/she is temporarily working in a lower classification, he/she shall receive his/her hourly rate in his/her regular classification. Employees will not be assigned to lower classification work as punishment or to demean the employee.
- b) If he/she is temporarily working for two (2) or more consecutive hours in a higher paying classification, he/she shall be paid an hourly rate of one dollar (\$1.00) per hour to be added to the employee's straight-time rate of pay.

Employees being trained with on-site supervisory assistance in a bona-fide training program for a higher paying classification will be paid their current rate in their regular classification during such training time.

**Section 8.13. Paid Leave.** Full-time bargaining unit employees shall earn and be paid for sick leave and vacation leave in accordance with Ordinance No. 1335; provided, however that:

A medical certificate, signed by a licensed physician, shall be required to substantiate a request for sick leave when:

- a) a supervisor suspects abuse of sick leave because of a developing pattern (e.g., frequent sick leave usage

of less than one shift in a continuing twelve (12) month period, employee denied annual leave and subsequently claims illness, etc.). The Supervisor shall inform the employee that a doctor's excuse will be required in order to "approve" any further use of sick leave. Such requirement shall be reviewed by the Human Resources Department at the end of six (6) months to determine if it is necessary that it continue; or

- b) the illness occurred while the employee was on vacation leave and a request is made to credit sick leave instead of vacation; or
- c) an employee has been absent from work for more than five (5) consecutive workdays.
- d) In an emergency, such as a hurricane.

The grant of emergency leave as provided for in the City's Work Rules may be denied, if an employee does not provide evidence satisfactory to his/her supervisor that the cause of the absence was an emergency.

**Section 8.14. Perfect Attendance Bonus.** Full-time employees who perform the full scope of their regularly assigned classification for the full term of each Fiscal Year covered by this Agreement (i.e., 2006/2007; 2007/2008; 2008/2009), shall receive a lump sum bonus of three hundred dollars (\$300.00), (non-pensionable earnings) provided that they have not used sick leave or been absent for any reason that was not authorized at least forty-eight (48) hours in advance. An employee will also be allowed two (2) incidents of tardiness and one (1) emergency vacation. This bonus shall be paid in December of each year of the contract.

**Section 8.15. Part-Time Employees.** Notwithstanding any other provision in this Agreement, bargaining unit employees who work part-time schedules shall earn fifty percent (50%) of sick and vacation leave credits earned by full-time employees. Pay for absences due to illness or vacation shall be for approved hours absent from scheduled assignments.

Payoffs for sick and vacation balances at separation, bereavement leave, and holiday pay shall also be provided at the rate of fifty percent (50%) of that afforded to full-time employees.

**Section 8.16. Sick and Vacation Leave Accrual and Maximum Payment on Termination.** The present policy concerning sick leave, including the policy for payment of accrued sick and vacation time combined, up to a maximum of one year's salary, upon termination, retirement, or death, shall continue for all employees hired before October 1, 1978.

All employees covered by the agreement and hired after October 1, 1978 shall, under applicable ordinances, rules

and regulations: shall be allowed to accumulate no more than 360 hours of vacation leave except in accordance with provision for postponement of vacation leave; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two (2) days of sick leave to one (1) day vacation leave to be used in the pay period year when transferred, be permitted a maximum payment time at termination, death, or retirement of 480 hours vacation leave and one-half of sick leave to a maximum of 600 hours.

See schedule of implementation below:

1. A post October 1, 1978 employee who retires between April 8, 2002 and April 30, 2002, shall be entitled to termination payout of one-half (1/2) of his/her accrued sick leave up to a maximum payout of four hundred and eighty (480) hours.
2. A post 1978 employee who retires on or after April 30, 2002, shall be entitled to a termination payout of one-half (1/2) of his/her accrued sick leave up to a maximum payout of 600 hours.
3. Effective January 1, 2002, the "Must Use" accrual on vacation will be raised to 360 hours.

**Section 8.17. Pay for Hazard Duty.** Employees working hazard duty will be paid \$1.00 an hour for time actually spent in these activities. Hazard duty applies to the following activities:

- A. Spraying hazardous chemicals (The definition of "hazardous" shall be consistent with the current definition as of ratification).
- B. Diving with scuba gear
- C. Working in trenches five (5) feet in depth or greater
- D. Working in raw sewage
- E. Working forty (40) feet or higher on aerial lift operations.

**Section 8.18 Essential Personnel (Hurricane Pay).** When the City declares an emergency due to a named hurricane and other events and non-essential personnel employees are advised to stay home with pay and essential personnel employees are ordered to work, essential personnel employees shall be paid at the rate of one and one-half of their straight hourly wages for all hours worked for up to three (3) days.

**Section 8.19. License(s) Maintenance.** Three (3) positions in Property Management (Air Conditioning Supervisor, Electrician Supervisor, and Plumbing Supervisor) and one (1) position in Public Works (Electrician Supervisor) will receive a supplement of three hundred dollars (\$300) biweekly for using their license as a qualifier. The supplement will start when the employee's license is approved by the Licensing Board. The supplement will continue until either party requests a change of status to remove the qualifier or if the license expires. The City

will fill out the appropriate forms in a timely fashion and send a copy of the completed form to GSAF. As one of the conditions and responsibilities related to the receipt of this supplement, the employee must make every reasonable effort to be available without additional compensation for telephone calls while off duty.

Only for the four (4) employees who use their license as a qualifier, if a telephone call is at least 8 minutes in duration, the employee will be paid for 15 minutes. This calculation shall also apply to additional 15 minute segments. Example # 1: The telephone call lasts 7 minutes; no payment is required. Example # 2: The telephone call lasts 8 minutes; the employee is paid for 15 minutes. Example # 3: The telephone call lasts 20 minutes; the employee is paid for 15 minutes. Example # 4: The telephone call lasts 23 minutes; the employee is paid for 30 minutes.

The Supplement is not part of base salary. Therefore, the supplement can go above the maximum of the pay range. The supplement is pensionable. The supplement will be reviewed on an annual basis to determine if the supplement should be increased according to market conditions.

In the event that the City determines that any additional licensee(s) may be used as a primary qualifier under terms that are acceptable to the City, and the City decides to use any additional licensee, then the employee/licensee will be paid the qualification payment under the terms set forth above.

**Section 8.20. Tool Reimbursement.** The City will continue a Tool Reimbursement benefit through which bargaining unit employees in the job classifications of Air Conditioning Supervisor, Electrician Supervisor, and Plumbing Supervisor may be reimbursed for an employee's tool that is damaged or broken while being used at work, provided however, that the damage must not be the result of the employee's negligence. The maximum amount payable in any fiscal year for tool reimbursement per employee is \$400. To be eligible for reimbursement, the employee must provide to the Department or Division Director, the broken/damaged tool (which the City may keep) and a report describing the circumstances regarding where, when and how tool was broken/damaged, and the receipt for the replacement tool purchased which must be of like quality and value. The tool must not be otherwise repairable or replaceable through a manufacturer's warranty. Denial of a request for reimbursement is not grievable.

Bargaining unit employees in the above noted positions, who have been paid a Tool Allowance benefit before October of 1998, will remain eligible for only such Tool Allowance. Bargaining unit employees in the above noted positions who were hired after October of 1998 and/or who were not receiving a Tool Allowance will be eligible for the Tool Reimbursement. However, no employee will be eligible for both a Tool Allowance and Tool Reimbursement benefits.

**Section 8.21. EMT Certification Pay.** Beach Patrol Operations Supervisors who attain and maintain the Emergency Medical Technician (EMT) certificate given by the State of Florida shall receive a five percent (5%)

pay increase.

**Section 8.22. Skill Pay Supplement.**

Fleet Management Department: Automobile Technicians/Medium/Heavy Truck Technicians

<sup>a</sup> 3 to 5 Certifications	\$50.00/month
<sup>a</sup> 6 to 7 Certifications	\$90.00/month
<sup>a</sup> "Master" Auto Technician	\$150.00/month
<sup>a</sup> "Master" Auto Technician with EVT	\$200.00/month
Automotive Parts Specialist (3 of 3 Certifications)	\$50.00/month *
Automotive Service Consultant	\$50.00/month *

<sup>a</sup> Supplement amounts are not cumulative

\* Can only be taken as an addition to "Master" Auto Technician or "Master" Auto Technician with EVT

Fire Department

Level 1 Fire/Ambulance	\$50.00/month
Level 2 Fire/Ambulance	\$90.00/month
EVT Master Fire/Ambulance	\$150.00/month

Note: The maximum Skill Pay Supplement Benefit would be \$300.00/month

Note: Other Certifications as approved by the Department Head

Skill pay supplement requires employee to hold the classification of: Lead Mechanic or Fleet Operation Supervisor

Employee cannot receive skill pay if not on regular work status (eg. Cannot receive skill pay if on a light duty assignment)

Employees must notify the department staff when he/she does not maintain the required certification level. Failure to do so may result in discipline, and any supplement pay received while not certified shall be refunded to the City.

ARTICLE 9  
INSURANCE

The City shall offer medical, dental, and life insurance benefit plans to full-time bargaining unit employees and their legal dependents during the term of this Agreement. The City will continue to pay at least fifty percent (50%) of the premium cost for eligible employees. The City will continue to offer alternative plans as options for employees. The City may change insurance carriers and/or the scope and level of benefits in any plan. The City also may change the percentage of premium cost paid by the City (i.e., provided that it remains at least 50%) from year to year for any one or more of the optional plans available, depending upon the scope and level of benefits available in each of the optional plans.

The City agrees that it will not change the level of benefits during the term of this Agreement without first consulting with the Group Insurance Board, or a labor-management advisory committee created as a substitute for such Board. A bargaining unit employee may serve on this Board/committee for as long as bargaining unit employees participate, exclusively, in the City's group health insurance plan.



ARTICLE 10  
PENSION AND RETIREE HEALTH

Upon ratification and commission approval, the new pension ordinance No. 2006-3504 will become effective. In addition, the City will extend a new ninety (90) day window for the early out provision to the GSA, which will become effective ten (10) days after the second reading of the amendment to the pension ordinance.

Effective upon ratification of this multi-year Agreement, the parties agree that any bargaining unit member who previously elected or who elects to participate in the 401-A retirement program (in lieu of participating in the City's pension plan) shall be required to work at least ten (10) years before becoming eligible for any retiree health benefits from the City.

Effective upon ratification of this multi-year Agreement, the parties agree that any bargaining unit member who is eligible for retiree health benefits from the City must make a one time irrevocable election to continue receipt of health benefits via the City's plan at the time that the employee terminates City employment. The parties also agree that if a member initially elects to continue under City health insurance, but thereafter discontinues or is discontinued from such coverage, then the retiree may resume coverage only at their own expense, without any employer contribution whatsoever.

Employees hired on or after this Agreement is ratified, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. Any employee hired on or after this Agreement is ratified, who then remains employed until reaching eligibility for normal retirement, and who elects to continue insurance coverage under the City's health plan, shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of \$10.00 per year of credited service, up to a maximum of \$250.00 per month until age 65, and \$5.00 per year of credited service up to a maximum of \$125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

**ARTICLE 11**  
**GENERAL PROVISIONS**

**Section 11.1. Discrimination.** In accordance with applicable federal, and state law, the City and the Association agree not to discriminate against any employee on the basis of race, creed, color, religion, handicap, sex, national origin, age, sexual orientation, marital status, political party affiliation, or Association membership.

**Section 11.2. Meetings Between Parties.** At the reasonable request of either party, the Association President, or his/her representative, and the City Manager or his/her designee for Labor Relations, shall meet at least quarterly at a mutually agreed time and place to discuss matters of concern. Whenever time permits, the party requesting the meeting shall submit written notice of the subject matter to be discussed. Such notice shall be submitted one week in advance of the proposed meeting date. Whenever the Association President, or his/her representative, makes suggestions or recommendations to the City Manager or his/her designee for Labor Relations, specifically concerning productivity of job safety, the City Manager or his/her designee for Labor Relations, will respond as appropriate.

**Section 11.3. Work Rules.** The City will provide the Association with a copy of any written rules that are instituted or modified during the term of this Agreement affecting employees in the bargaining unit. In the event the City desires to alter, amend, or modify existing written work rules, or promulgate new written work rules, the proposed changes will be submitted for review to a joint labor/management committee. The City shall have two (2) representatives and the Association shall have two (2) representatives on this committee, which will make recommendations to the City Manager. The proposed changes shall not become effective until a final decision of the City Manager has been rendered whose decision is not grievable.

**Section 11.4. Stress Reduction/Police Department's Public Safety Communications Unit.** Those employees covered by this Agreement who work in the Miami Beach Police Department's Public Safety Communications Unit (PSCU), will be given a stress reduction training program provided by the City. Such stress training will be a one-day stress seminar as given to sworn officers. Should an employee and/or management supervisor believe that an employee might benefit by being referred to the City's Employee Assistance Program (EAP), then the employee will be referred consistent with current policies. If an employee needs help beyond that offered by the EAP, then the EAP may require appropriate referrals for outside professional assistance.

**Section 11.5. Labor/Management Committee.** In order to strengthen the parties' labor-management relations, the GSA agrees to participate with the City in labor-management committees to address the issues in Departments. Such committees may be requested by the GSA or by the City (through the City Manager, Department Directors, or designees) to meet at mutually accepted times.

**Section 11.6. Safety.** The City agrees to provide, at no cost to the employee, any appropriate safety equipment required to be worn or otherwise utilized by the employee. This shall include such items as hard hats, gloves, etc. Those employees issued such equipment will be responsible for such safety equipment, and any loss or damage due to the neglect of the employee may require the employee to pay for the replacement of said City-issued equipment.

- a) The City agrees to provide, upon request, up-to-date, non-glare screens for computer terminals.
- b) The City shall evaluate and provide, upon request, a wrist rest, which will help alleviate the stress upon the hands and arms of those employees performing repetitive motion, to all persons who type more than 50% of their workday.
- c) The City will provide appropriate self-defense training to all Parking Enforcement employees.
- d) The Association is encouraged to have its members volunteer to serve on the Department Safety Committees that are being organized in each City Department. The bargaining unit member serving on the City's Safety Committees will not suffer any loss of benefits or wages for attendance at regularly scheduled meetings during regular scheduled work time. No overtime will be paid for attendance at such meetings.
- e) If there is a central, Citywide Safety Committee, the Association's President, or his/her designee, may be a member if he/she so requests.

**Section 11.7. Bulletin Boards.** The Association may, at its own expense, place a bulletin board in each department, not to exceed approximately three feet by two feet (3' x 2') in size. The Bulletin Boards shall be used for posting the following notices only:

- a) Notices of Association Meetings.
- b) Notices of Association Elections.
- c) Reports of Association Committees.
- d) Recreational and Social Affairs of the Association.
- e) Any material of informational nature related to Government Supervisors Association of Florida/OPEIU.

Materials, notices or announcements which contain anything political or controversial that might reflect upon the City, any of its employees, or any other labor organizations among its employees, or any materials, notices, or

announcements which violate any of the provisions of this Section, shall not be posted.

Any materials that are posted which are not in conformance with this Section may be removed at the discretion of the City.

**Section 11.8. Probationary Employees.** A probationary employee who is dismissed without cause shall have the right to discuss with the appointing officer the reasons for such dismissal at a mutually agreed to time. Following such meeting, a probationary employee, if he/she so desires, shall have the right to further review the reasons for such dismissal with the City Manager or his/her designated representative at a mutually agreed to time. It is expressly understood, however, that the appointing officer retains the exclusive discretion with respect to the retention or dismissal of probationary employees.

Periods of absence shall cause the probationary period to be extended for an equal amount of time. At the request of the appointing authority, the City Managers designee for Human Resources may extend the probationary period for up to three (3) additional months provided that the reasons for extension are given to the employee in advance of the expiration of the initial probationary period. The City acknowledges the importance of giving timely performance appraisals and feedback to probationary employees.

**Section 11.9. Notification in the Event of Transfer or Contracting Out.** When the City contemplates entering into a contract with an outside supplier or service agency to perform services presently being performed by bargaining unit employees and such contract shall result in the lay-off of any bargaining unit employee, the City agrees that it will, upon written request, meet and discuss with the representatives of the Union the effect of such contract upon members of the bargaining unit.

If the City enters into such a contract and, as a result thereof, an employee will be laid off, the City agrees to ask the Contractor to provide first consideration for such employee for any available work.

In the event that the employee is not employed by the contractor, the City will offer such employee another available job with the City, if there is a budgeted vacancy and the employee affected by the subcontracting is qualified to perform. Questions of qualification to perform the job duties shall be decided in the sole discretion of the City Manager's designee for Human Resources.

If there are no jobs available, the reduction in force provision contained in the Personnel Rules shall apply, provided that such laid-off employee shall be recalled to work before the City hires new permanent employees to perform the work of the classification held by the employee at the time of the layoff.

This recall right shall exist for up to the individual's total service time with the City, but not to exceed two (2) years

after the date of the person's layoff date, but such recall right shall cease as of two (2) years after layoff, or if the employee does not return to work as scheduled if he/she is offered a recall notice prior to the two (2) years.

It shall be the responsibility of the laid-off employee to notify the Human Resources Department when technical skills, training, and experience have been enhanced during the lay-off period, which may allow the individual to apply for another bargaining unit job with the City.

Nothing in this Section will be construed to limit the Union's right to bargain concerning the identified impact or effects of subcontracting out or transferring upon Bargaining Unit members.

**Section 11.10. Seniority.**

- 1) When vacations are scheduled, permanent vacancies or shifts are filled, or promotions are made to a position within the bargaining unit, seniority shall apply when all other factors are equal. For these purposes, seniority shall be measured by the length of time in the affected classification.
- 2) Seniority will not apply in an emergency.
- 3) For those members promoted on the same date, seniority will be determined by date of employment.
- 4) For members whose promotion date and date of employment are the same, seniority shall be determined by the higher score on the eligibility list.

**Section 11.11. Reduction in Force.** When there is a reduction in the bargaining unit workforce, employees will be subject to the layoff procedure set forth in the City's Personnel Rules.

**Section 11.12. Military Leave.** Federal and State law concerning military leave govern the City and all employees represented by this Agreement shall receive the benefits of such laws.

**Section 11.13. Pay Advances.** An employee in this unit may request his/her annual leave pay check in advance of any scheduled annual leave by submitting a request to his/her Department Director at least one (1) pay period prior to leaving on annual leave.

**Section 11.14. Mentoring Program.** Bargaining unit employees may request to participate in the City's Mentoring Program, as set forth in the Human Resources' Department policies and procedures, which may be changed from time to time or discontinued at the City Manager's discretion. Denial or disapproval of a request for participation in this Program shall not be grievable.

**ARTICLE 12**  
**DRUG AND ALCOHOL TESTING**

**Section 12.1.** The City and the Association recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare, and safety of employees, and the general public at large.

**Section 12.2.** Using, selling, possessing or being under the influence of drugs or controlled substances while at work is prohibited. Employees are further prohibited from consuming alcohol and drugs on duty and/or abusing alcohol and drugs off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

**Section 12.3.** The City may require any employee to submit to a blood analysis, urine analysis and/or Breathalyzer when it has a reasonable suspicion as defined in Florida Statutes 440.102 (N) that an employee is under the influence of or using alcohol, drugs or narcotics and/or when an employee has caused, contributed to or been involved in an accident (i.e., automobile or other injury).

**Section 12.4.** In the event a urine specimen is tested as positive, a portion of that sample will be subjected to a second test at the employee's request and at the employee's expense.

**Section 12.5.** At the conclusion of the drug and alcohol testing, the City may take whatever action, if any, it deems appropriate. In the event that said action is in the form of discipline, the employee may grieve said discipline through the contractual grievance/arbitration procedure.

**Section 12.6.** The parties agree that an employee's refusal to submit ("refusal to submit" includes adulterating a sample or submitting a false sample) to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

**Section 12.7. Drug/Alcohol Random Testing.** It is important to the safety and welfare of employees and the public that bargaining unit members not be impaired by alcohol while on duty nor use illegal drugs. To demonstrate the commitment of the City and the Association to this notion, employees will be subject to random testing during the term of this Agreement. Employees will be chosen from a blind list by the Human Resources Department or its designee. Those employees who have a CDL license and are in the CDL Drug Testing Pool will not be part of the GSA Drug Testing Pool since the employees who hold a CDL license are already being randomly tested. In other words, all GSA employees will be in either the CDL Random Drug Testing Pool or the GSA Random Drug Testing Pool.

**Section 12.8. Last Chance Agreement.** Employees testing positive may be offered the opportunity to enter into a "Last Chance Agreement" to continue their employment. The Agreement shall require participation in a rehabilitation program and such other requirements as set forth by the City. The City reserves the right to terminate an employee without providing him/her with a Last Chance Agreement, if the incident giving rise to the positive drug test involved threatening or violent behavior or conduct so disgraceful that it causes substantial embarrassment to the Administration. Employees under a Last Chance Agreement who test positive shall be terminated from employment with the City and this is not grievable under the grievance procedure. Employees shall be entitled to only one (1) chance for substance abuse rehabilitation during employment with the City.

## ARTICLE 13

### SAVINGS

If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section or portion thereof.



**ARTICLE 14**  
**ENTIRE AGREEMENT**

The Association acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its Management's rights set forth in the Management Rights Article of this Agreement, e.g., changing work hour schedule, transferring employees, laying off employees, etc., except as otherwise provided herein.

The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Association concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Association does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay Management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendments must be in writing and signed by duly authorized representatives of the parties before it will be effective.

**ARTICLE 15**  
**TERM OF AGREEMENT & REOPENER**

This Agreement shall be effective as of October 1, 2006, and shall continue for a term through September 30, 2009, unless extended as follows:

1. Either party may require, by written notice to the other, not later than June 1, 2009, discussions concerning modifications, amendments, and renewals of this Agreement to be effective October 1, 2009. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed, in its entirety, for the period October 1, 2009 through September 30, 2010.
2. Provided the contract was extended under the provisions outlined in number one (# 1) above, either party may require, by written notice to the other, not later than June 1, 2010, discussions concerning modifications, amendments, and renewals of this Agreement to be effective October 1, 2010. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed, in its entirety, for the period October 1, 2010 through September 30, 2011.

Executed by the parties hereto on the 12<sup>th</sup> day of September, 2006.

GOVERNMENT SUPERVISORS ASSOCIATION  
of FLORIDA, OPEIU LOCAL 100

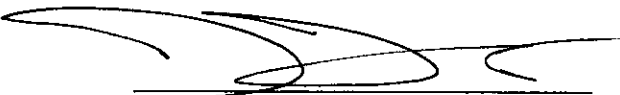
CITY OF MIAMI BEACH


By: 

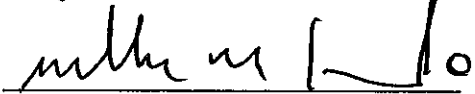
Richard Ellis  
GSAF President

By: 

Jorge M. Gonzalez  
City Manager

  
Donald D. Slesnick  
Chief Negotiator/GSA

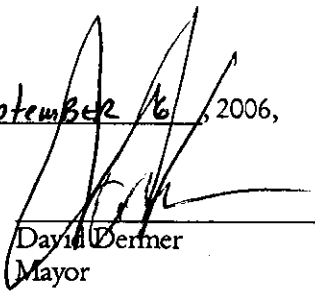
  
Greg Blackman, GSAF 1<sup>st</sup> Vice President

  
Willie Sanders  
GSAF Chief Membership Representative


  
Yasmin Kiffin  
Union Representative

  
Amy Kutz  
Union Representative

Approved by vote of the City Commission, September 16, 2006,

  
David Derner  
Mayor

ATTEST:

  
Robert Parcher  
City Clerk

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
City Attorney

8/2/06  
Date

**GOVERNMENT SUPERVISORS ASSOCIATION**  
**OF FLORIDA, OPEIU, LOCAL 100**  
**ELECTION OF REMEDY FORM**

Grievance No. \_\_\_\_\_

This form must be completed and signed at the first step of the grievance procedure.

Employee must elect, sign, and date only one of the two following choices:

1. \_\_\_\_\_ I/We elect to utilize the Grievance Procedure contained in the current Agreement between the City of Miami Beach, Florida, and Government Supervisors Association of Florida, OPEIU, Local 100. I understand that this choice precludes my utilization of Option Number 2.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we permanently waive my/our contractual right to the Grievance Procedure contained in the current labor Agreement between the City of Miami Beach and Government Supervisors Association of Florida, OPEIU, Local 100. Any resolution of a grievance from another forum cannot be inconsistent with the terms of the collective bargaining agreement that is in effect.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

LG\mr



Fort Lauderdale  
Jacksonville  
Miami  
New York  
Orlando  
Tallahassee  
Tampa  
Washington, DC  
West Palm Beach

One Southeast Third Avenue  
28th Floor  
Miami, Florida 33131-1714  
www.akerman.com  
305 374 5600 *tel* 305 374 5095 *fax*

August 16, 2006

**VIA FACSIMILE AND MAIL**

Donald M. Papy, Esquire  
Chief Deputy City Attorney  
City of Miami Beach  
Fourth Floor  
1700 Convention Center Drive  
Miami Beach, FL 33139-1819

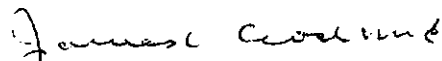
**Re: Review of the Proposed 2006-2009 GSA  
Collective Bargaining Agreement**

Dear Don:

As requested, I have reviewed the proposed Agreement between the City and the GSA. Based upon this review, the Agreement is approved as to form and legality.

Very truly yours,

**AKERMAN SENTERFITT**

  
James C. Crosland



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: September 6, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA/OPEIU LOCAL 100, FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.**

### **ADMINISTRATION RECOMMENDATION:**

Adopt the Resolution.

### **BACKGROUND:**

On July 12, 2006, after five negotiation sessions, negotiators for the City and the Government Supervisors Association of Florida/OPEIU Local 100, (GSA) successfully concluded negotiations for a three year collective bargaining agreement.

The GSA membership held a ratification vote on the proposed Agreement on August 15, 2006. The final vote was twenty-six (26) in favor and four (4) opposed. (Eighty-seven percent (87%) of the voting members were in favor of the proposed Agreement.)

While negotiators for the City and the Union were obliged to represent the best interest of their respective stakeholders, the shared goal was to produce an Agreement that was equitable as to competitive compensation and working conditions. The following is a summary of the most significant changes from the previous Agreement with GSA (2003-2006).

### **Wages**

The term of the Agreement will extend for three (3) years from October 1, 2006 through September 30, 2009. Consistent with the current consumer price index (CPI), effective with the first payroll period ending in October 2006, bargaining unit employees will receive a six percent (6%) cost of living adjustment (COLA) increase. In addition, effective with the first payroll period ending in October 2007, bargaining unit employees will receive a five percent (5%) COLA increase. Finally, effective with the first payroll period ending in October 2008, bargaining unit employees will

receive a four percent (4%) COLA increase. The minimum and maximum of the salary range for each position in the GSA will be adjusted accordingly each year of the contract. (The contract cost for the three year COLA is approximately \$443,023)

### **Pension and Retiree Health**

Upon ratification and commission approval, the new pension ordinance No. 2006-3504 and retiree health ordinance No. 2006-3505 will become effective. In addition, the City will extend a new ninety (90) day window for the early out provision to the GSA, which will become effective ten (10) days after the second reading of the amendment to the pension ordinance. (The contract cost for the pension ordinance is \$531,834 and was previously incorporated in the total cost of the pension ordinance that went before the City Commission on March 8, 2006).

#### **Pension Highlights for employees hired on or after August 1, 1993:**

- Reducing the retirement age from 60 to 55;
- Improving the vesting requirement from 10 years to 5 years;
- A two-year pension buy-back will be made available for employees with government, military or similar private sector experience;
- Improving the Final Monthly Average Earnings (FAME) from a calculation of the average of the three highest years to the average of the two highest years;
- Reducing the employee pension contribution from 10% to 8%;
- Allow employees the option of a partial lump sum distribution;
- Allow employees promoted from classified to unclassified positions, the option to remain in the classified pension system;
- Employees who have reached their maximum pension benefit accrual (80% based on years of service) but who have not yet reached retirement age, will continue to contribute to the pension plan, but only for that portion of their salary which is incrementally higher than their salary at the time they reached their maximum pension benefit accrual.

#### **Pension Highlights for employees hired prior to August 1, 1993:**

- A two-year pension buy-back will be made available for employees with government, military or similar private sector experience;
- Employees who have reached their maximum pension benefit accrual (90% based on years of service) but who have not yet reached retirement age, will continue to contribute to the pension plan, but only for that portion of their salary which is incrementally higher than their salary at the time they reached their maximum pension benefit accrual;
- A two-year early out window for those Tier A Classified employees ages 48 and 49 which allows employees to retire early, but with no additional service credit;
- Allow employees the option of a partial lump sum distribution;
- Allow employees promoted from classified to unclassified positions, the option to remain in the classified pension system.
- A 10% cap be placed on pensionable overtime for GSA employees.

#### **Retiree Health Highlights:**

The new retiree health insurance language incorporates an irrevocable election to continue health benefits with a City contribution and incorporates a fixed stipend based on the employee's years of service at retirement:

- Any bargaining unit member who is eligible for retiree health benefits from the City must make a one time irrevocable election to continue receipt of health benefits via the City's plan at the time that the employee terminates City employment. Also, if a member initially elects to continue under City health insurance, but thereafter discontinues or is discontinued from such coverage, then the retiree may resume coverage only at their own expense, without any employer contribution whatsoever.
- Employees hired on or after ratification of this Agreement, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. If an employee is hired on or after the Agreement is ratified and remains employed until reaching eligibility for normal retirement, and elects to continue insurance coverage under the City's health plan, they shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of \$10.00 per year of credited service, up to a maximum of \$250.00 per month until age 65, and \$5.00 per year of credited service up to a maximum of \$125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

### **Other Economic and Contractual agreements**

#### **Qualifier License and Stand-by Pay**

Language has been added to the contract to require those employees who receive a supplement for holding a qualifier license to make every reasonable effort to be available for emergency telephone calls as part of the job duties.

In addition, language has been added to limit the amount of "stand-by" pay required to employees in Property Management and Fleet Management divisions.

#### **Seventh Consecutive Day of Work**

Language has been added that excludes seventh consecutive day of work pay (double pay) for paid leave, (similar to the other civilian bargaining units), with the exception of Public Safety Communication Unit (PSCU) supervisors.

#### **Contracting Out**

The new contract language limits the City's obligation to discuss the effects of the decision to use subcontractors with the Union only in the event that it would result in lay-offs to any bargaining unit members.

#### **Unit Members Who Leave City Prior To Ratification**

Clarification language is added confirming that GSA members who leave the City's employ prior to ratification of this Agreement will not be eligible for any wages or benefits under the new Agreement.

#### **Automotive Service Excellence (ASE) Certification Pay**

Similar to the AFSCME contract, those supervisors holding ASE certifications will be eligible



to receive a skill pay supplement. (The three (3) year cost for the ASE certification is approximately \$3,240).

#### **Emergency Medical Technician (EMT) Certification Pay**

The current side agreement that provides a 5% incentive pay for the Beach Patrol Operations Supervisor for obtaining and maintaining his/her EMT certification will be incorporated into the new contract. (This is not a new cost).

#### **CONCLUSION:**

The Administration recommends that the Mayor and City Commission adopt the Resolution to implement the collective bargaining adjustments negotiated between the City of Miami Beach and Government Supervisors Association of Florida (GSA)/OPEIU Local 100 for the period covering October 1, 2006 through September 30, 2009.

JMG/RNLG/pn

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**RESOLUTION NO.**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA RATIFYING A THREE YEAR LABOR AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA/OPEIU LOCAL 100, FOR THE PERIOD FROM OCTOBER 1, 2006, THROUGH SEPTEMBER 30, 2009, AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the City Manager is herein submitting to the Mayor and City Commission the attached Labor Agreement recently negotiated between the City of Miami Beach, Florida and the Government Supervisors Association of Florida/OPEIU Local 100 (GSA), the bargaining agent certified by the Public Employees Relations Commission (PERC) for the employees covered by said agreement; and

**WHEREAS**, the previous Labor Agreement was for a three year period from October 1, 2003, through September 30, 2006; and

**WHEREAS**, the GSA bargaining unit has ratified the attached Labor Agreement and the City Manager recommends that the City Commission ratify and authorize the execution of the Labor Agreement between the City and the GSA Union.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the attached Labor Agreement between the City of Miami Beach and GSA Local 100 for the period covering October 1, 2006, through September 30, 2009, is hereby ratified and the Mayor and City Clerk are authorized to execute the Agreement.

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006.**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

8/12/06  
\_\_\_\_\_  
Date

**Condensed Title:**

A Resolution to ratify the three (3) year labor agreement between the City of Miami Beach and the Government Supervisors Association of Florida/OPEIU Local 100.

**Key Intended Outcome Supported:**

Attract and maintain a quality workforce.

**Issue:**

Shall the City of Miami Beach ratify the three (3) year labor agreement between the City of Miami Beach and GSA?

**Item Summary/Recommendation:**

Adopt the resolution. This Resolution will provide GSA employees with an across the board cost-of-living increase (COLA) of 6% for the first pay period ending in October 2006; 5% for the first pay period ending in October 2007; and 4% for the first pay period ending in October 2008, and will include the same increases to the minimum and maximum of the salary ranges. Upon ratification, the resolution effectuates pension ordinance No. 2006-3504 and retiree health ordinance No. 2006-3505. In addition, the new contract adds language to the qualifier and stand-by pay articles limiting the amount of pay required; excludes paid leave in the calculation for seventh consecutive day of work pay; limits the City's obligation to discuss the effects of contracting out to lay-off situations; includes confirmatory language that employees who leave the City's employ prior to contract ratification are not eligible for new contractual benefits; adds Automotive Service Excellence (ASE) certification pay; and incorporates the Emergency Medical Technician (EMT) side agreement for incentive pay into the new Agreement.

**Advisory Board Recommendation:****Financial Information:**

Source of Funds:	Amount		Account	Approved
	1	\$338,983	Included in various Departmental salary budgets for year 1	
	2	\$327,772	Included in various Departmental salary budgets for year 2	
	3	\$311,047	Included in various Departmental salary budgets for year 3	
	Total	\$977,802	Included in various Departmental salary budgets	

OBPI

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Linda Gonzalez, Labor Relations Director

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
Linda Gonzalez 	Ramiro Inguanzo 	Jorge M. Gonzalez 



MIAMIBEACH

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



Office of Labor Relations

Telephone (305) 673-7009  
Facsimile (305) 604-4094

October 17, 2003

Donald D. Slesnick II, Esquire  
Slesnick & Casey, LLP  
2701 Ponce De Leon Boulevard, Ste. 200  
Coral Gables, FL 33134

Richard Ellis, President  
Government Supervisors Association of Florida (GSAF)  
11340 Interchange Circle North  
Miramar, FL 33134

Re: Side Agreement/ GSA Collective Bargaining Agreement  
Crime Scene Supervisor: Take Home Car, Standby Pay

Dear Mr. Slesnick & Mr. Ellis,

This letter memorializes a side agreement reached by the parties as part of the recently negotiated collective bargaining agreement between the City and the GSA.

The parties agree that a bargaining unit employee who is employed in the position of Crime Scene Supervisor has been issued a take-home car. Because that employee is the only GSA unit employee to enjoy that benefit, the parties agree that the employee in that position shall not be entitled to the new Standby pay benefit provided in the GSA labor agreement for as long as she maintains the take-home car benefit. The parties also agree that the City reserves the right in its sole discretion to discontinue that take-home car benefit, provided that if the City does discontinue that take-home car benefit, the employee in that position shall then become eligible for the contractual Standby pay.

Please sign below if (with the approval of the bargaining unit) you agree to the above-noted side agreement. Thank you in advance for your assistance with this matter. Please do not hesitate to contact our office if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jorge M. Gonzalez'.

Jorge M. Gonzalez  
City Manager

A handwritten signature in black ink, appearing to read 'Donald D. Slesnick'.

Donald D. Slesnick  
Counsel for GSA

A handwritten signature in black ink, appearing to read 'Richard Ellis'.

Richard Ellis, President  
Government Supervisors Association of Florida

JMGWDBLGvnr

cc: Mayra Diaz Buttacavoli, Assistant City Manager  
Paul T. Ryder, Jr., Esquire  
Linda Gonzalez, Labor Relations Division Director  
Robin Garber, GSA Chief Membership Representative